#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION

#### OF SOUTH CAROLINA

#### **DOCKET NO. 2017-103-T**

IN RE: Application of Gamecock Moving, LLC	)	
for a Class E (Household Goods	)	MOTION TO AMEND
Certification of Public Convenience and	)	TARIFF
Necessity for Operation of Motor Vehicle	)	AND FOR WAIVER OF
Carrier	)	ADDITIONAL NOTICE

Pursuant to 26 S.C. Code Regs. 103-190 *et seq*. and other rules of practice and procedure of the Public Service Commission ("Commission"), Gamecock Moving, LLC, respectfully moves to be allowed to amend the tariff submitted with its Request to Amend Scope of Authority filed with the Commission in this docket on November 9, 2017, to request statewide authority. A copy of the revised tariff is attached to this motion as Exhibit A.

Applicant submits that no additional notice is required to make this change. A notice of filing was published in *The State* newspaper on November 21, 2017, which stated in pertinent part:

Pursuant to 10 S.C. Code Ann. Regs. 103-190, et. seq., and pursuant to Title 58, Chapter 23 of the South Carolina Code, specifically S.C. Code Ann. §§58-23-1010, 58-23-20, 58-23-590, and the Rules and Regulations of the Commission, Gamecock Moving, LLC, 626 Autumn Circle, Columbia, South Carolina 29206 has filed an Application with the Public Service Commission of South Carolina (the Commission) to amend Class E (Household Goods) Certificate of Public Convenience and Necessity No. 9840 to read as follows:

Household Goods, as Defined in 10 S.C. Code Ann. Regs. 103-210(1)
Between Points and Places in South Carolina

This broad notice is sufficient to put the public on notice that the Company's tariff could be part of these proceedings and subject to change. Furthermore, S.C. Code Reg. 103-193(2) does not require publication in every instance ("the commission may, in its discretion, require the filing party or parties to give notice..."). In this instance, the requested changes to the tariff -- charges for packing materials and discounts for employees of Palmetto Health, college students, and military personnel -- are minor and of such benign nature as not to warrant additional notice. If the Commission should deem notice required, Applicant moves for waiver of the requirement.

Applicant has consulted with the Office of Regulatory Staff and it does not oppose this

Motion.

TERRENI LAW FIRM, MLC

Digitally signed by Charles L.A.
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Columbia, South Carolina February 23, 2018

# EXHIBIT A

# REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

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Date Proposed:
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# **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gamecock Moving, LLC. These services are furnished between points and places in Lexington, Richland, and Sumter counties.

Date Proposed:
Effective Date:

# **SECTION 1**

# 1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

#### 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below, plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at the client's house. The clock stops once the truck is completely emptied. Time is calculated to the minute.

Number of Movers	<b>Weekdays</b>	Weekends (Friday-Sunday)
Two Men and a Truck	\$90.00	\$100.00
Three Men and a Truck	\$120.00	\$130.00
Four Men and a Truck	\$150.00	\$160.00

<sup>\*</sup> Any additional movers(s) will constitute an additional \$30.00 per hour.

#### **Pricing for Packing Materials:**

Boxes (Small, Medium, Large) = \$2.00 per box; Wardrobe Box = \$15.00 per box; Brown Packing Paper (30in x 24in) = \$10.00 per roll; Bubble Wrap (12in x 10in) = \$5.00 per roll; Tape = \$4.00 per roll

Two Trucks Hourly Rate: Starts @ \$200.00/hr., minimum of 4 persons. Each additional mover will be an additional \$30.00 an hour, and each additional truck will be an additional \$50.00 an hour.

<u>Travel fees</u> will be calculated based upon the distance in miles from our truck lot to the client's address, the end destination, and back to our truck lot. Example:

- 1.5 x total miles = Travel fee for truck jobs.
- .75 x total miles = Travel for non-truck jobs.

Overnight Storage Fees: \$150.00 per night, per truck. Packing/unpacking jobs will follow the one truck hourly rate as listed above.

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<sup>\*\*</sup>There is a two-hour minimum. Jobs that take less than 2 hours to complete will still be charged for 2 hours of labor.

<u>Credit Card Fees</u>: We are implementing the ability to accept credit cards soon, so we would like to charge a 3% processing fee for every credit/debit card transaction.

# Discounts:

- 10% discount to all Palmetto Health employees (only valid with a current employee ID);
- 10% discount to all college students currently enrolled in classes (only valid if the student books the job and has a current school ID); and
- 10% discount for all military personnel (only valid with ID & dependents are excluded from this discount).

Additional Fees: Additional fees are charged to move heavier items weighing more than 300lbs, such as gun safes and pianos. (\$100 per gun safe/piano).

Other: Gamecock Moving, LLC may refuse to move certain items, such as grand pianos, pool tables, and other items weighing over 600lbs, if they pose a high risk of injury or liability.

# **SECTION 2**

#### 2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

# 2.1 Elevator or Stair Carry

Gamecock Moving, LLC. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

#### 2.2 Excessive Distance or Long Carry Charges

Gamecock Moving, LLC. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

# 2.3 Pick Up and Delivery

Gamecock Moving, LLC. does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

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#### 2.4 Packing and Unpacking

- **2.4.1** Gamecock Moving, LLC. does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.1, plus the price of packing materials, as listed in Section 1.1.
- **2.4.2** Gamecock Moving, LLC. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Gamecock Moving, LLC. reserves the right to decline any moves consisting of extremely large or fragile items.

### 2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

# 2.6 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Gamecock Moving, LLC.

#### **SECTION 3**

#### 3.0 RULES AND REGULATIONS

#### 3.1 Claims

- **3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- **3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Gamecock Moving, LLC. must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Gamecock Moving, LLC. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Gamecock Moving, LLC. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

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.1.4 In consideration of the rate charged it is mutually agreed and understood that the liability of Gamecock Moving, LLC. with respect to loss and/or damage of the consigned goods is limited to 60c per pound. Gamecock Moving, LLC. shall not be liable in any event for any special or consequential damages including but not limited to loss of profits, income utility or market whether or not Gamecock Moving, LLC. had knowledge that such damage might be incurred.

# 3.2 Computing Charges

Gamecock Moving, LLC. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

# 3.3 Governing Publications

Gamecock Moving, LLC. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.4 Items of Particular Value

Gamecock Moving, LLC. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Gamecock Moving, LLC. will not accept responsibility for safe delivery of such articles if they come into Gamecock Moving, LLC.'s possession with or without Gamecock Moving, LLC.'s knowledge.

#### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Gamecock Moving, LLC.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.6 Delays

Gamecock Moving, LLC. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Date Proposed:
Effective Date: